

**ZB# 89-14**

**Mid Hudson Assocs.**

**80-1-7**

26

Put in:

3/27/89.

Notice to Sentinel  
4/6/89. ✓

Public Hearing:

Apr. 24, 1989.

Collect Fee

\$25.00

Paid

Area  
Variances  
Granted

4/24/89

#89-14- Mid Hudson

Assocs. - area variances  
to obtain C.O.

TOWN OF NEW WINDSOR			General Receipt		1057-11	
555 Union Avenue New Windsor, N. Y. 12550			May 5,		19 89	
Received of <u>T. Bruce McDonald</u>			\$ <u>35.00</u>			
<u>Twenty-five and 00/100</u>					DOLLARS	
For <u>Joining Board Application fee 89-14</u>						
DISTRIBUTION						
FUND	CODE	AMOUNT				
<u>Ch # 1162</u>		<u>35.00</u>				
By <u>Pauline H. Townsend</u>						
			<u>Town Clerk</u>			
			Title			

William H. Lee & Co., Rochester, N. Y. 14604



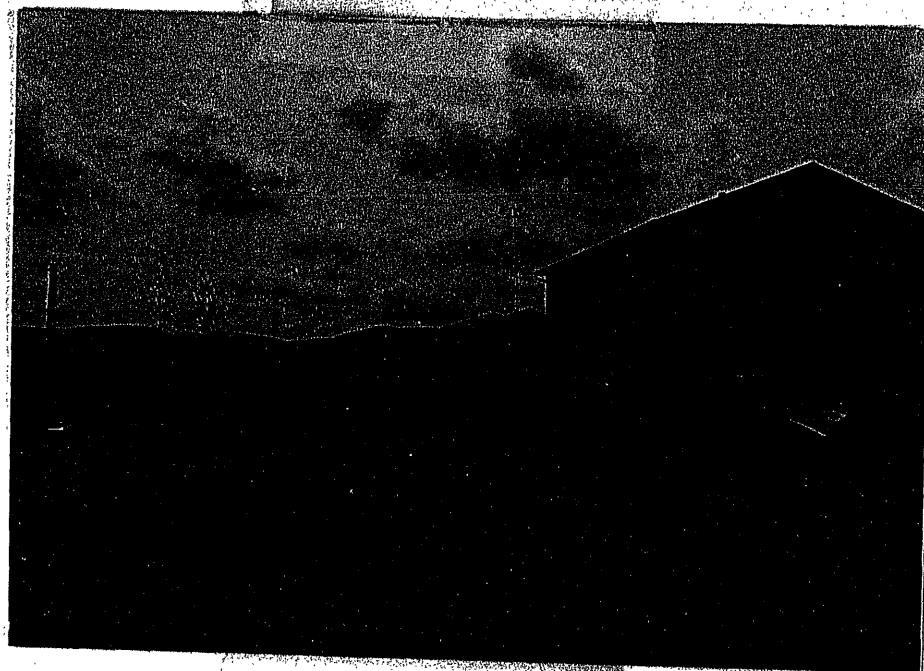
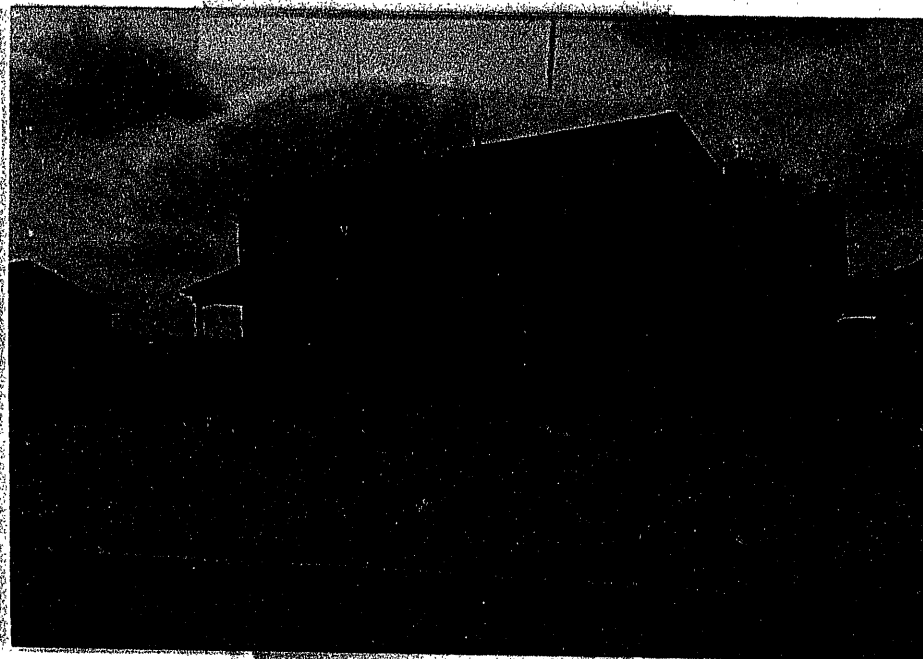
FUND	CODE	AMOUNT
CR # 1162		25.00

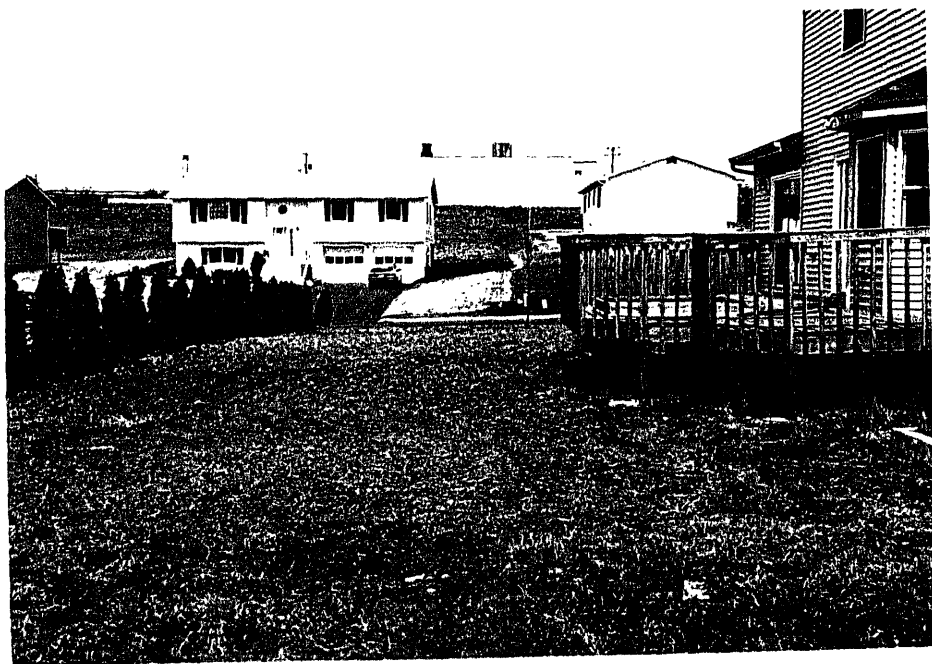
Williamson Law Book Co., Rochester, N. Y. 14609

By Pauline M. Townsend  
CS

Tolson Clerk

Title





Asses. - area -  
to obtain C.O.



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK

*Prelim.*  
3/27/89. 89-14

## NOTICE OF DISAPPROVAL OF <sup>C.O.</sup> ~~BUILDING PERMIT~~ APPLICATION

FILE NUMBER 89-7

TO; Mid Hudson Assoc.

PO Box 4264

New Windsor, N.Y. 12550

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 21 MAR 89,

FOR PERMIT TO obtain Certificate of Occupancy

AT Guernsey Dr & Butterhill Dr. (corner) (80-1-7)

IS DISSAPROVED ON THE FOLLOWING GROUNDS Insufficient  
Setbacks as listed below

### REQUIREMENTS

### PROPOSED

### VARIANCE

Requirements are those listed on Bulk Table (CL)

REQUIREMENTS	PROPOSED	VARIANCE
Front Yard Depth 40'	38.2'	1.8'
Rear Yard depth 40'	27.5'	12.5'

~~This house was not built according to the originally submitted~~

~~Plan~~

*Bill Pullar*  
BUILDING INSPECTOR

(22)

Name of Owner of Premises Mid Hudson Associates  
Address PO Box 4264, New Windsor, NY 562-2011 Phone 562-2011  
Name of Architect.....  
Address..... Phone.....  
Name of Contractor Mid Hudson Associates  
Address PO Box 4264, New Windsor, NY Phone 562-2011  
State whether applicant is owner, lessee, agent, architect, engineer or builder..... Owner  
If applicant is a corporation, signature of duly authorized officer.

Tino Panasci Construction Supt  
(Name and title of corporate officer)

1. On what street is property located? On the W side of Butterhill Drive  
(N. S. E. or W.)  
and 1/4 ft from the intersection of GUERNSEY DR & BUTTERHILL DR
2. Zone or use district in which premises are situated R-4
3. Tax Map description of property: Section 80 Block 1 Lot 7
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:  
a. Existing use and occupancy VACANT b. Intended use and occupancy Dwelling
5. Nature of work (check which applicable): New Building X Addition..... Alteration..... Repair..... Removal.....  
Demolition..... Other.....
6. Size of lot: Front..... Rear..... Depth..... Front Yard 40 Rear Yard 40 Side Yard 12  
Is this a corner lot? YES
7. Dimensions of entire new construction: Front 52' Rear 52' Depth 34" Height 19' Number of stories 2
8. If dwelling, number of dwelling units..... Number of dwelling units on each floor.....  
Number of bedrooms 4 Baths 2 1/2 Toilet 3  
Heating Plant: Gas X Oil..... Electric...../Hot Air..... Hot Water X  
If Garage, number of cars 2
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use.....  
.....
10. Estimated cost \$30,100 Fee \$70  
(to be paid on filing this application)

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

### IMPORTANT

#### REQUIRED INSPECTIONS OF CONSTRUCTION - YOU MUST CALL FOR THESE

Other inspections will be made in most cases, but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of the inspections listed below, the work shall be considered incomplete.

Address: PO Box 4264, New Windsor, NY 12550 Phone: 516-201-1111  
State whether applicant is owner, lessee, agent, architect, engineer or builder: Owner  
If applicant is a corporation, signature of duly authorized officer:

Tino Panasci Construction Supt  
(Name and title of corporate officer)

1. On what street is property located? On the W side of Butterhill Drive  
(N. S. E. or W.)

and from the intersection of GUERNSEY DR & BUTTERHILL DR

2. Zone or use district in which premises are situated R-4

3. Tax Map description of property: Section 80 Block 1 Lot 7

4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:

a. Existing use and occupancy vacant b. Intended use and occupancy Dwelling

5. Nature of work (check which applicable): New Building ☒ Addition ☐ Alteration ☐ Repair ☐ Removal ☐  
Demolition ☐ Other ☐

6. Size of lot: Front 40 Rear 40 Depth 40 Front Yard 40 Rear Yard 40 Side Yard 12

Is this a corner lot? YES

7. Dimensions of entire new construction: Front 52' Rear 52' Depth 34' Height 19' Number of stories 2

8. If dwelling, number of dwelling units: Number of dwelling units on each floor:

Number of bedrooms 4 Baths 2 1/2 Toilets 3

Heating Plant: Gas ☒ Oil ☐ Electric ☐ Hot Air ☐ Hot Water ☒

If Garage, number of cars 2

9. If business, commercial or mixed occupancy, specify nature and extent of each type of use:

10. Estimated cost \$50,000 Fee \$270 (to be paid on filing this application)

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

### IMPORTANT

#### REQUIRED INSPECTIONS OF CONSTRUCTION - YOU MUST CALL FOR THESE

Other inspections will be made in most cases, but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections, it has not been approved, and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

#### CALL ONE DAY AHEAD FOR ALL INSPECTIONS TO AVOID DELAYS - 565-8807

- 1-When excavating is complete and footing forms are in place (before pouring).
- 2-Foundation Inspection - check here for waterproofing and footing drains.
- 3-Inspect gravel base under concrete floors, and underslab Plumbing.
- 4-When framing is completed, and before it is covered from inside, and Plumbing rough-in.
- 5-Plumbing final & final. Have on hand Electrical Inspection Data per the Board of Fire Underwriters, and final certified plot plan. Building is to be complete at this time.

126  
117  
1802  
126  
126  
14792



TOWN OF NEW WINDSOR, ORANGE COUNTY, N. Y.

Examined.....19.....  
Approved.....19.....  
Disapproved a/c.....  
Permit No. ....2.....

Office of Building Inspector  
Michael L. Babcock  
Town Hall, 555 Union Avenue  
New Windsor, New York 12550  
Telephone 565-8807

Refer —

Planning Board.....  
Highway.....  
Sewer.....  
Water.....  
Zoning Board of Appeals.....

APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Date.....19.....

INSTRUCTIONS

- a. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- b. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- c. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- d. The work covered by this application may not be commenced before the issuance of a Building Permit.
- e. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- f. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

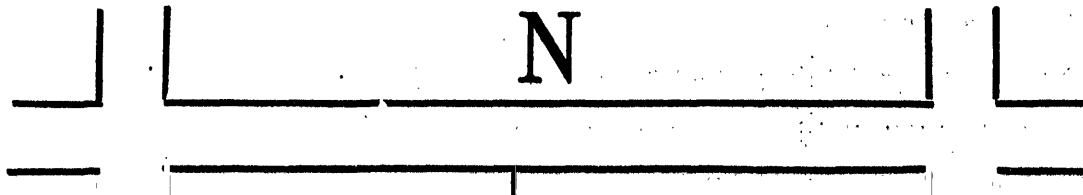
.....  
(Signature of Applicant)

.....  
(Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.

Applicant must indicate the building line or lines clearly and distinctly on the drawings.



Refer —  
Planning Board.....  
Highway.....  
Sewer.....  
Water.....  
Zoning Board of Appeals .....

APPLICATION FOR BUILDING PERMIT  
Pursuant to New York State Building Code and Town Ordinances

Date.....19.....

INSTRUCTIONS

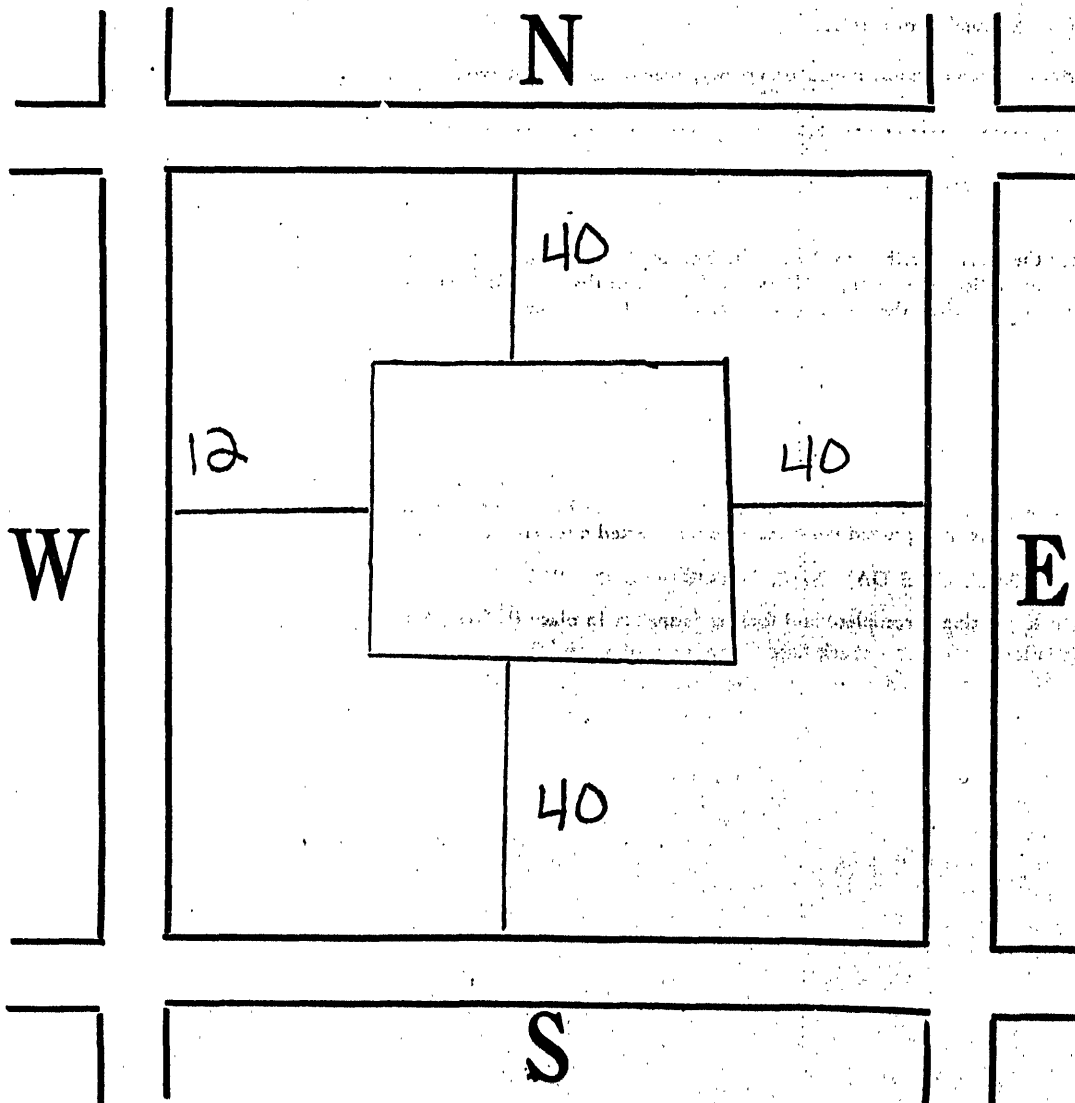
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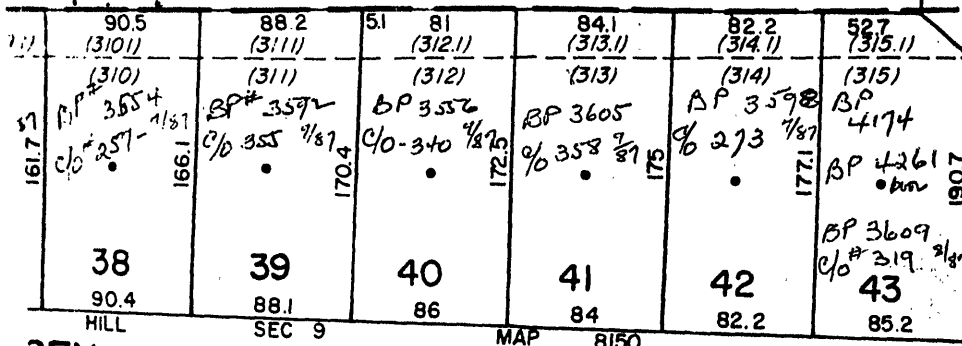
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.....*Thomas Bayum*.....*P.O. Box 7264, New Windsor*  
(Signature of Applicant) (Address of Applicant)

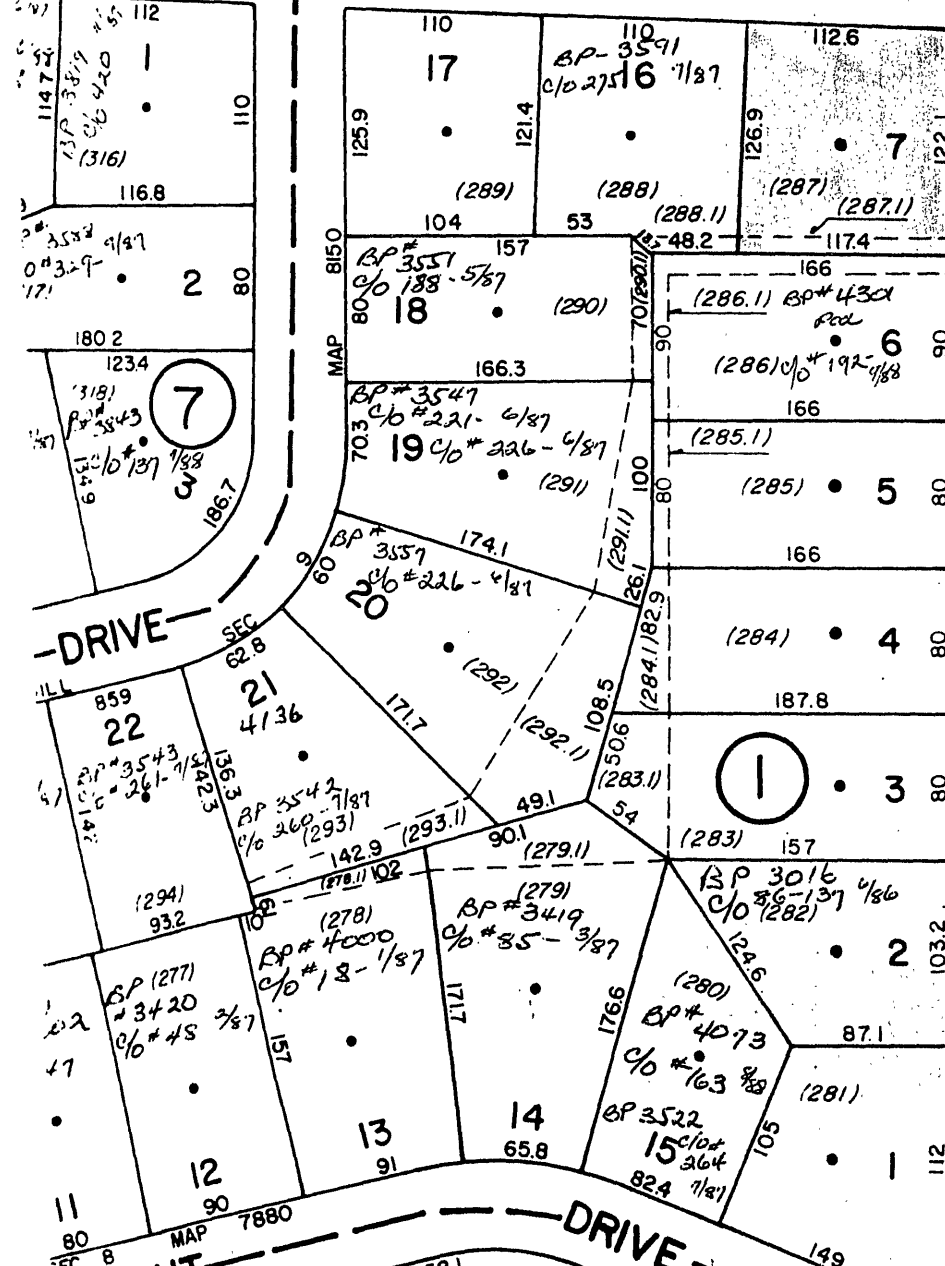
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NOTE: Locate all buildings and indicate all set-back dimensions.  
Applicant must indicate the building line or lines clearly and distinctly on the drawings.

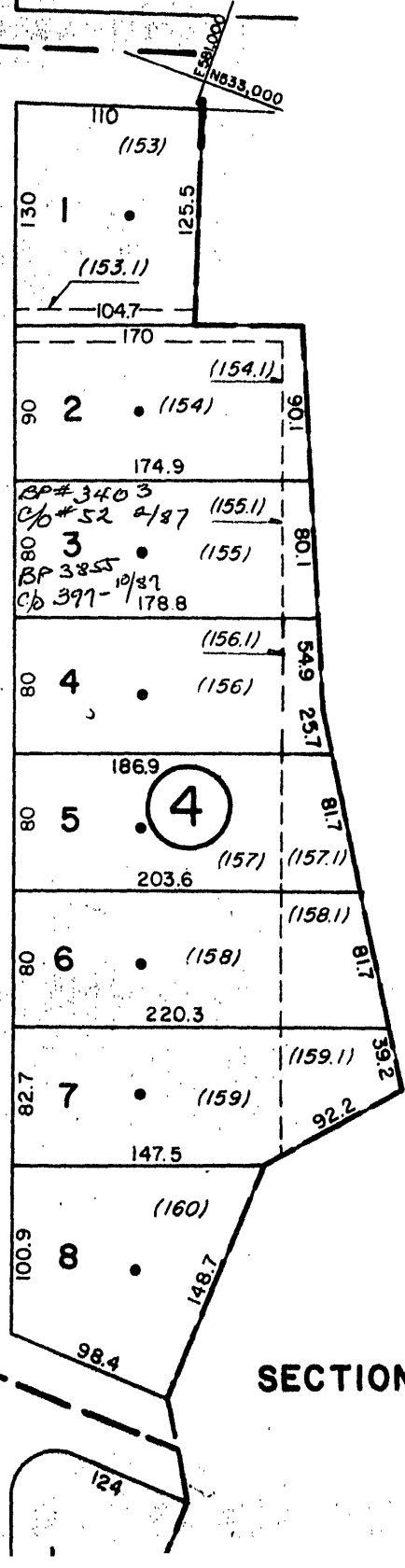
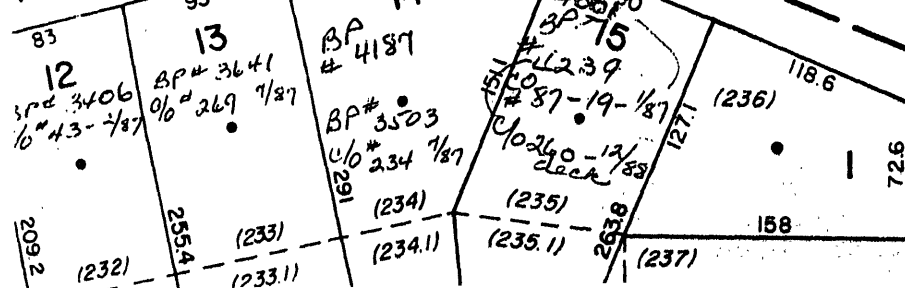




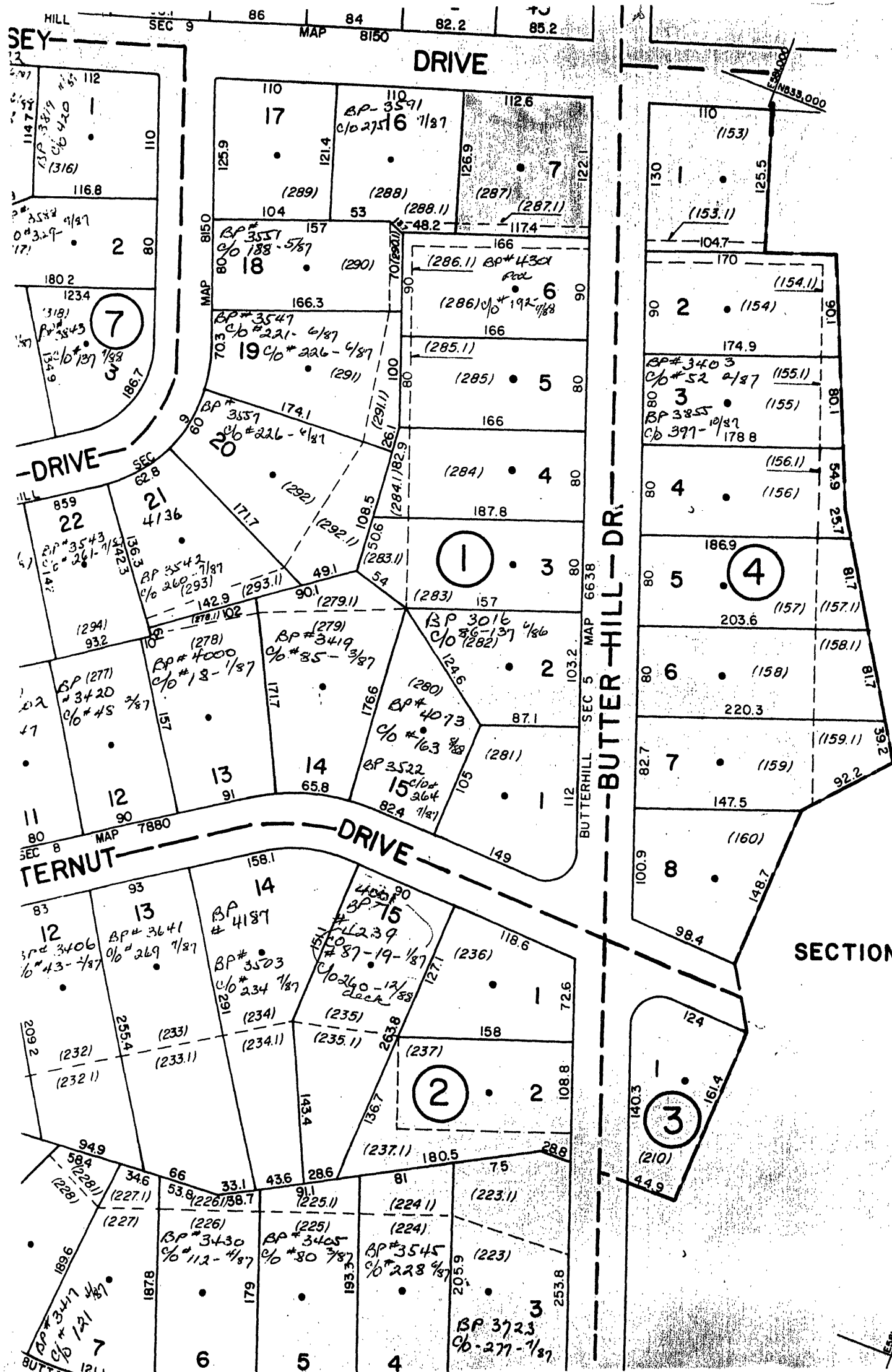
SEY- DRIVE



TERNUT



SECTION 7:



TOWN OF NEW WINDSOR  
ORANGE COUNTY, N. Y.  
OFFICE OF ZONING - BUILDING INSPECTOR

C-O  
NOTICE OF DISAPPROVAL OF ~~BUILDING PERMIT~~ APPLICATION

File No. 88-131

Date 7-6, 1988

To MID HUDSON ASSOCIATES  
PO BOX 4264 NEW WINDSOR

PLEASE TAKE NOTICE that your application dated 7-6, 1988  
for permit to C-O

at the premises located at BUTTER HILL DRIVE  
80-1-7 R-4 Zone

is returned herewith and disapproved on the following grounds:

REAR YARD REQUIREMENT IS 40'  
AVAILABLE IS 39.5' -  
VARIANCE REQUEST OF 6"

Michael Babcock  
Building Inspector

Case Zoning Sect for App. 565-8550

Requirements	Proposed or	Variance
Min. Lot Area	Available	Request

C-0

NOTICE OF DISAPPROVAL OF ~~BUILDING PERMIT~~ APPLICATION

File No. 88-131

Date 7-6, 1988

To MID HUDSON ASSOCIATES  
PO BOX 4264 NEW WINDSOR

PLEASE TAKE NOTICE that your application dated 7-6, 1988  
for permit to C-0  
at the premises located at BUTTER HILL DRIVE

80-1-7 R-4 Zone

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VARIANCE REQUEST OF 6"

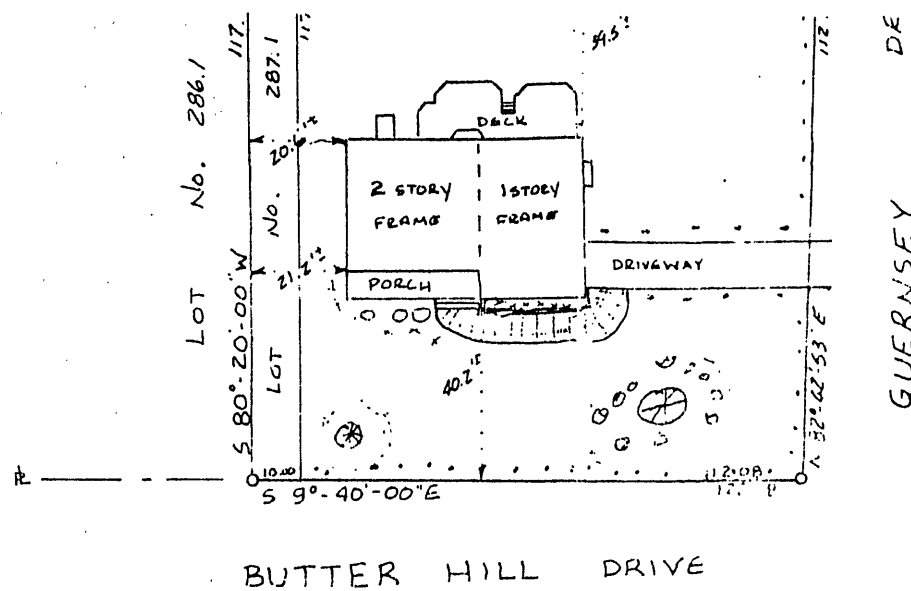
*M. A. Babcock*  
Building Inspector

Call zoning Sect for App. 565-8550

Requirements	Proposed or Available	Variance Request
Min. Lot Area		
Min. Lot Width		
Reqd. Front Yd.		
Reqd. Side Yd.	<u>1</u>	<u>1</u>
Reqd. Rear Yd.	<u>40'</u>	<u>39.5' -</u>
Reqd. Street Frontage*		<u>6"</u>
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage*	<u>%</u>	<u>%</u>
Floor Area Ratio**		<u>%</u>

\* Resident  
\*\* Non-res

districts only  
districts only



Birch Chump  
 ANDROMEDAS  
 3 ENCLAVES  
 BIRCH-

### GENERAL NOTES:

- 1) UNAUTHORIZED ALTERATION OR ADDITIONS TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209(2) OF THE NEW YORK STATE EDUCATION LAW.
- 2) ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY, MARKED WITH AN ORIGINAL LAND SURVEYOR'S INKED SEAL, SHALL BE CONSIDERED TO BE VALID TRUE COPIES.
- 3) CERTIFICATIONS SHALL RUN ONLY TO THE PERSON FOR WHOM THE SURVEY IS PREPARED, AND ON HIS BEHALF TO THE TITLE COMPANY GOVERNMENTAL AGENCIES

### SPECIAL NOTES:

- 1) BEING LOT NO. 287.1 AS SHOWN ON A MAP ENTITLED "BUTTER HILL, SECTION 5", SAID MAP FILED IN THE ORANGE COUNTY CLERK'S OFFICE AS MAP NO. 128.
- 2) NO CERTIFICATION IS MADE FOR ITEMS NOT VISIBLE AT GROUND SURFACE AT TIME OF SURVEY.
- 3) OFFSETS ARE SHOWN AT RIGHT ANGLES TO PROPERTY LINE.
- 4) CERTIFICATIONS ARE NON TRANSFERABLE TO ADDITIONAL OWNERS.

PUBLIC NOTICE OF HEARING BEFORE  
ZONING BOARD OF APPEALS  
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals  
of the TOWN OF NEW WINDSOR, New York will hold a  
Public Hearing pursuant to Section 48-34A of the  
Zoning Local Law on the following proposition:

Appeal No. 14

Request of MID HUDSON ASSOCIATES

for a VARIANCE of

the regulations of the Zoning Local Law to

permit a 38.2' Front YARD

and 27.5' REAR YARD

being a VARIANCE of

Section 48-12 - Table of Use/Bulk - CL-1 - Cols. E+G.

for property situated as follows:

CORNER of GUERNSEY and Butterhill  
Drives Section 80 - Block-1 Lot-7  
New Windsor, N.Y.

SAID HEARING will take place on the 24<sup>th</sup> day of

April, 1989, at the New Windsor Town Hall,

555 Union Avenue, New Windsor, N. Y. beginning at

7:30. o'clock P. M.

James Nugent.  
Chairman



TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

# 89-14

Date: 3/30/89

I. Applicant Information:

- (a) Mid-Hudson Associates, 203 Butterhill Drive, New Windsor 562-2011  
(Name, address and phone of Applicant) (Owner)
- (b) \_\_\_\_\_  
(Name, address and phone of purchaser or lessee)
- (c) \_\_\_\_\_  
(Name, address and phone of attorney)
- (d) \_\_\_\_\_  
(Name, address and phone of broker)

II. Application type:

- |   |   |
|---|---|
| <input type="checkbox"/> Use Variance             | <input type="checkbox"/> Sign Variance  |
| <input checked="" type="checkbox"/> Area Variance | <input type="checkbox"/> Interpretation |

III. Property Information:

- (a) Cluster 203 Butterhill Drive 80-1-7 117' x 126'  
(Zone) (Address) (S B L) (lot size)
- (b) What other zones lie within 500 ft.? None
- (c) Is a pending sale or lease subject to ZBA approval of this application? Yes
- (d) When was property purchased by present owner? 1987
- (e) Has property been subdivided previously? yes When? approx. 1985
- (f) Has property been subject of variance or special permit previously? No When? \_\_\_\_\_
- (g) Has an Order to Remedy Violation been issued against the property by the Zoning Inspector? No
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: NO

IV. Use Variance: N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_, to allow:  
(Describe proposal) \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

- (b) The legal standard for a "Use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

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V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Use/Bulk Regs., Col. E&G.  
CL-1

Requirements	Proposed or Available	Variance Request
Min. Lot Area		
Min. Lot Width		
Reqd. Front Yd. <u>40'</u>	<u>38.2'</u>	<u>1.8'</u>
Reqd. Side Yd. <u>/</u>	<u>/</u>	<u>/</u>
Reqd. Rear Yd. <u>40'</u>	<u>27.5'</u>	<u>12.5'</u>
Reqd. Street Frontage*		
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage* <u>%</u>	<u>%</u>	<u>%</u>
Floor Area Ratio**		

\* Residential Districts only

\*\* Non-residential districts only

- (b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also, set forth any efforts you have made to alleviate the difficulty other than this application.

Practical difficulty will result if the front yard variance is denied in as much as a fully constructed home would have to be moved 1.8'. The practical difficulty resulting in a denial of the rear yard variance would be the removal of a deck which was constructed at a time when the Town of New Windsor building Department did not consider deck space as "living space" under its regulations. Accordingly, decks were not considered in Variance: the calculation of setbacks.

VI. Sign  
N/a

- (a) Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

	Requirements	Proposed or Available	Variance Request
Sign 1			
Sign 2			
Sign 3			
Sign 4			
Sign 5			
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

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- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

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VII. Interpretation:

- (a) Interpretation requested of New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

- (b) Describe in detail the proposal before the Board:

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VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

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IX. Attachments required:

- \_\_\_\_\_ Copy of letter of referral from Bldg./Zoning Inspector.
- \_\_\_\_\_ Copy of tax map showing adjacent properties.
- \_\_\_\_\_ Copy of contract of sale, lease or franchise agreement.
- \_\_\_\_\_ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- \_\_\_\_\_ Copy(ies) of sign(s) with dimensions.
- \_\_\_\_\_ Check in the amount of \$ \_\_\_\_\_ payable to TOWN OF NEW WINDSOR.
- \_\_\_\_\_ Photos of existing premises which show all present signs and landscaping.

X. AFFIDAVIT

Date 4/5/59

STATE OF NEW YORK )  
COUNTY OF ORANGE )

SS.:

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

[Signature]  
(Applicant)

Sworn to before me this

5th day of April, 1959.

THOMAS B. McDONALD  
Notary Public, State of New York  
Qualified in Orange County

# 4821941

Commission Expires February 8, 1964

XI. ZBA Action:

(a) Public Hearing date \_\_\_\_\_.

(b) Variance is \_\_\_\_\_.

Special Permit is \_\_\_\_\_.

(c) Conditions and safeguards: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A FORMAL DECISION WILL FOLLOW  
WHICH WILL BE ADOPTED BY  
RESOLUTION OF ZONING BOARD OF APPEALS.

**CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.**

**NOTE: FIRE LOSSES.** This form of contract contains no express provision as to risk of loss by fire or other casualty before delivery of the deed. Unless express provision is made, the provisions of Section 5-1311 of the General Obligations Law will apply. This section also places risk of loss upon purchaser if title or possession is transferred prior to closing.

**THIS AGREEMENT**, made the                      day of      April                      , 19 89

**BETWEEN**                      MID-HUDSON REAL ESTATE DEVELOPMENT, CORP.  
Butterhill Drive, New Windsor, New York 12550

hereinafter described as the seller, and

WALTER J. REIF and DORIS B. REIF, residing at  
310 Craig Circle, Lewisville, Texas 75067

hereinafter described as the purchaser,

**WITNESSETH**, that the seller agrees to sell and convey, and the purchaser agrees to purchase, all that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

Lot number 287 on a Map entitled "Butterhill Section  
5", filed in the Orange County Clerk's Office as  
Map # 6638

BETWEEN

MID-HUDSON REAL ESTATE DEVELOPMENT, CORP.  
Butterhill Drive, New Windsor, New York 12550

hereinafter described as the seller, and

WALTER J. REIF and DORIS B. REIF, residing at  
310 Craig Circle, Lewisville, Texas 75067

hereinafter described as the purchaser,

**WITNESSETH**, that the seller agrees to sell and convey, and the purchaser agrees to purchase, all that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

Lot number 287 on a Map entitled "Butterhill Section 5", filed in the Orange County Clerk's Office as Map # 6638

1. This sale includes all right, title and interest, if any, of the seller in and to any land lying in the bed of any street, road or avenue opened or proposed, in front of or adjoining said premises, to the center line thereof, and all right, title and interest of the seller in and to any award made or to be made in lieu thereof and in and to any unpaid award for damage to said premises by reason of change of grade of any street; and the seller will execute and deliver to the purchaser, on closing of title, or thereafter, on demand, all proper instruments for the conveyance of such title and the assignment and collection of any such award.

2. The price is \$200,000.00

Dollars, payable as follows:

\$ 20,000.00 (\$2,000.00 of which has been placed on binder) Dollars,  
on the signing of this contract, by check subject to collection, the receipt of which is hereby acknowledged;

\$180,000.00 Dollars,  
in cash or good certified check to the order of the seller on the delivery of the deed as hereinafter provided;

by taking title subject to a mortgage now a lien on said premises in that amount, bearing interest at the  
rate of per cent per annum, the principal being due and payable

Dollars,  
by the purchaser or assigns executing, acknowledging and delivering to the seller a bond or, at the option of the seller, a  
note secured by a purchase money mortgage on the above premises, in that amount, payable

together with interest at the rate of per cent  
per annum payable

3. Any bond or note and mortgage to be given hereunder shall be drawn on the standard forms of New York Board of Title Underwriters for mortgages of like lien; and shall be drawn by the attorney for the seller at the expense of the purchaser, who shall also pay the mortgage recording tax and recording fees.

4. If such purchase money mortgage is to be a subordinate mortgage on the premises it shall provide that it shall be subject and subordinate to the lien(s) of the existing mortgage(s) of \$ , any extensions thereof and to any mortgage(s) or consolidated mortgage(s) which may be placed on the premises in lieu thereof, and to any extensions thereof provided (a) that the interest rate thereof shall not be greater than per cent per annum and (b) that, if the principal amount thereof shall exceed the amount of principal owing and unpaid on said existing mortgage(s) at the time of placing such new mortgage or consolidated mortgage, the excess be paid to the holder of such purchase money mortgage in reduction of the principal thereof. Such purchase money mortgage shall also provide that such payment to the holder thereof shall not alter or affect the regular installments, if any, of principal payable thereunder and shall further provide that the holder thereof will, on demand and without charge therefor, execute, acknowledge and deliver any agreement or agreements further to effectuate such subordination.

5. If there be a mortgage on the premises the seller agrees to deliver to the purchaser at the time of delivery of the deed a proper certificate executed and acknowledged by the holder of such mortgage and in form for recording, certifying as to the amount of the unpaid principal and interest thereon, date of maturity thereof and rate of interest thereon, and the seller shall pay the fees for recording such certificate. Should the mortgagee be a bank or other institution as defined in Section 274-a, Real Property Law, the mortgagee may, in lieu of the said certificate, furnish a letter signed by a duly authorized officer, or employee, or agent, containing the information required to be set forth in said certificate. Seller represents that such mortgage will not be in default at or as a result of the delivery of the deed hereunder and that neither said mortgage, nor any modification thereof contains any provision to accelerate payment, or to change any of the other terms or provisions thereof by reason of the delivery of the deed hereunder.

6. Said premises are sold and are to be conveyed subject to:

a. Zoning regulations and ordinances of the city, town or village in which the premises lie which are not violated by existing structures.

b. Consents by the seller or any former owner of premises for the erection of any structure or structures on, under or above any street or streets on which said premises may abut.

c. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.

d. Subject to Rider annexed hereto.

e. Subject to purchasers obtaining a written Mortgage commitment in the amount of \$80,000.00 within forty-five (45) days of the date of this Contract of Sale.

7. All notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by the Departments of Housing and Buildings, Fire, Labor, Health, or other State or Municipal Department having jurisdiction, against or affecting the premises at the date hereof, shall be complied with by the seller and the premises shall be conveyed free of

Dollars,

by taking title subject to a mortgage now a lien on said premises in that amount, bearing interest at the rate of per cent per annum, the principal being due and payable .

Dollars,

by the purchaser or assigns executing, acknowledging and delivering to the seller a bond or, at the option of the seller, a note secured by a purchase money mortgage on the above premises, in that amount, payable

together with interest at the rate of per cent

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b. Consents by the seller or any former owner of premises for the erection of any structure or structures on, under or above any street or streets on which said premises may abut.

c. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.

d. Subject to Rider annexed hereto.

e. Subject to purchasers obtaining a written Mortgage commitment in the amount of \$80,000.00 within forty-five (45) days of the date of this Contract of Sale.

7. All notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by the Departments of Housing and Buildings, Fire, Labor, Health, or other State or Municipal Department having jurisdiction, against or affecting the premises at the date hereof, shall be complied with by the seller and the premises shall be conveyed free of the same, and this provision of this contract shall survive delivery of the deed hereunder. The seller shall furnish the purchaser with an authorization to make the necessary searches therefor.

8. All obligations affecting the premises incurred under the Emergency Repairs provisions of the Administrative Code of the City of New York (Sections 564-18.0, etc.) prior to the delivery of the deed shall be paid and discharged by the seller upon the delivery of the deed. This provision shall survive the delivery of the deed.

9. If, at the time of the delivery of the deed, the premises or any part thereof shall be or shall have been affected by an assessment or assessments which are or may become payable in annual installments, of which the first installment is then a charge or lien, or has been paid, then for the purposes of this contract all the unpaid installments of any such assessment, including those which are to become due and payable after the delivery of the deed, shall be deemed to be due and payable and to be liens upon the premises affected thereby and shall be paid and discharged by the seller, upon the delivery of the deed.

10. The following are to be apportioned:

(a) Rents as and when collected. (b) Interest on mortgages. (c) Premiums on existing transferable insurance policies or renewals of those expiring prior to the closing. (d) Taxes and sewer rents, if any, on the basis of the fiscal year for which assessed. (e) Water charges on the basis of the calendar year. (f) Fuel, if any.

nit Clause 8  
property  
not in  
City of  
York.  
9 is  
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is  
in the City  
York.



11. If the closing of the title shall occur before the tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation.

12. If there be a water meter on the premises, the seller shall furnish a reading to a date not more than thirty days prior to the time herein set for closing title, and the unfixed meter charge and the unfixed sewer rent, if any, based thereon for the intervening time shall be apportioned on the basis of such last reading.

13. The deed shall be the usual **BARGAIN & SALE DEED WITH COVENANTS v. GRANTOR'S ACTS** deed in proper statutory short form for record and shall be duly executed and acknowledged so as to convey to the purchaser the fee simple of the said premises, free of all encumbrances, except as herein stated, and shall contain the covenant required by subdivision 5 of Section 13 of the Lien Law.

If the seller is a corporation, it will deliver to the purchaser at the time of the delivery of the deed hereunder a resolution of its Board of Directors authorizing the sale and delivery of the deed, and a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the conveyance is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with said section.

14. At the closing of the title the seller shall deliver to the purchaser a certified check to the order of the recording officer of the county in which the deed is to be recorded for the amount of the documentary stamps to be affixed thereto in accordance with Article 31 of the Tax Law, and a certified check to the order of the appropriate county officer for any other tax payable by reason of the delivery of the deed, and a return, if any be required, duly signed and sworn to by the seller; and the purchaser also agrees to sign and swear to the return and to cause the check and the return to be delivered to the appropriate county officer promptly after the closing of title.

15. In addition, the seller shall at the same time deliver to the purchaser a certified check to the order of the Finance Administrator for the amount of the Real Property Transfer Tax imposed by Title II of Chapter 46 of the Administrative Code of the City of New York and will also deliver to the purchaser the return required by the said statute and the regulations issued pursuant to the authority thereof, duly signed and sworn to by the seller; the purchaser agrees to sign and swear to the return and to cause the check and the return to be delivered to the City Register promptly after the closing of the title.

16. The seller shall give and the purchaser shall accept a title such as

RECOGNIZED

, a Member of the New York Board of Title Underwriters, will approve and insure.

17. All sums paid on account of this contract, and the reasonable expenses of the examination of the title to said premises and of the survey, if any, made in connection therewith are hereby made liens on said premises, but such liens shall not continue after default by the purchaser under this contract.

18. All fixtures and articles of personal property attached or appurtenant to or used in connection with said premises are represented to be owned by the seller, free from all liens and encumbrances except as herein stated, and are included in this sale; without limiting the generality of the foregoing, such fixtures and articles of personal property include plumbing, heating, lighting and cooking fixtures, air conditioning fixtures and units, ranges, refrigerators, radio and television aerials, bathroom and kitchen cabinets, mantels, door mirrors, venetian blinds, shades, screens, awnings, storm windows, window boxes, storm doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery and outdoor statuary.

19. The amount of any unpaid taxes, assessments, water charges and sewer rents which the seller is obligated to pay and discharge, with the interest and penalties thereon to a date not less than two business days after the date of closing title, may at the option of the seller be allowed to the purchaser out of the balance of the purchase price, provided official bills therefor with interest and penalties thereon figured to said date are furnished by the seller at the closing.

20. If at the date of closing there may be any other liens or encumbrances which the seller is obligated to pay and discharge, the seller may use any portion of the balance of the purchase price to satisfy the same, provided the seller shall simultaneously either deliver to the purchaser at the closing of title instruments in recordable form and sufficient to satisfy such liens and encumbrances of record together with the cost of recording or filing said instruments; or, provided that the seller has made arrangements with the title company employed by the purchaser in advance of closing, seller will deposit with said company sufficient monies, acceptable to and required by it to insure obtaining and the recording of such satisfactions and the issuance of title insurance to the purchaser either free of any such liens and encumbrances, or with insurance against enforcement of same out of the insured premises. The purchaser, if request is made within a reasonable time prior to the date of closing of title, agrees to provide at the closing separate certified checks as requested, aggregating the amount of the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances. The existence of any such taxes or other liens and encumbrances shall not be deemed objections to title if the seller shall comply with the foregoing requirements.

21. If a search of the title discloses judgments, bankruptcies or other returns against other persons having names the same as or similar to that of the seller, the seller will on request deliver to the purchaser an affidavit showing that such judgments, bankruptcies or other returns are not against the seller.

22. In the event that the seller is unable to convey title in accordance with the terms of this contract, the sole liability of the seller will be to refund to the purchaser the amount paid on account of the purchase price and to pay the net cost of examining the title, which cost is not to exceed the charges fixed by the New York Board of Title Underwriters, and the net cost of any survey made in connection therewith incurred by the purchaser, and upon such refund and payment being made this contract shall be considered canceled.

23. The deed shall be delivered upon the receipt of said payments at the office of **Lender or Lender's attorney** at **o'clock on June 1 19 89.**

24. The parties agree that **is the broker who** brought about this sale and the seller agrees to pay any commission earned thereby.

25. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this contract, which alone fully and completely expresses their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this contract, made by the other. The purchaser has inspected the buildings standing on said premises and is thoroughly acquainted with their condition and agrees to take title "as is" and in their present condition and subject to reasonable use, wear, tear, and natural deterioration

Omit  
Clause 15 if  
the property  
is not in the  
City of  
New York.

establish compliance with said section.

14. At the closing of the title the seller shall deliver to the purchaser a certified check to the order of the recording officer of the county in which the deed is to be recorded for the amount of the documentary stamps to be affixed thereto in accordance with Article 31 of the Tax Law, and a certified check to the order of the appropriate county officer for any other tax payable by reason of the delivery of the deed, and a return, if any be required, duly signed and sworn to by the seller; and the purchaser also agrees to sign and swear to the return and to cause the check and the return to be delivered to the appropriate county officer promptly after the closing of title.

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**RECOGNIZED**

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18. All fixtures and articles of personal property attached or appurtenant to or used in connection with said premises are represented to be owned by the seller, free from all liens and encumbrances except as herein stated, and are included in this sale; without limiting the generality of the foregoing, such fixtures and articles of personal property include plumbing, heating, lighting and cooking fixtures, air conditioning fixtures and units, ranges, refrigerators, radio and television aerials, bathroom and kitchen cabinets, mantels, door mirrors, venetian blinds, shades, screens, awnings, storm windows, window boxes, storm doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery and outdoor statuary.

19. The amount of any unpaid taxes, assessments, water charges and sewer rents which the seller is obligated to pay and discharge, with the interest and penalties thereon to a date not less than two business days after the date of closing title, may at the option of the seller be allowed to the purchaser out of the balance of the purchase price, provided official bills therefor with interest and penalties thereon figured to said date are furnished by the seller at the closing.

20. If at the date of closing there may be any other liens or encumbrances which the seller is obligated to pay and discharge, the seller may use any portion of the balance of the purchase price to satisfy the same, provided the seller shall simultaneously either deliver to the purchaser at the closing of title instruments in recordable form and sufficient to satisfy such liens and encumbrances of record together with the cost of recording or filing said instruments; or, provided that the seller has made arrangements with the title company employed by the purchaser in advance of closing, seller will deposit with said company sufficient monies, acceptable to and required by it to insure obtaining and the recording of such satisfactions and the issuance of title insurance to the purchaser either free of any such liens and encumbrances, or with insurance against enforcement of same out of the insured premises. The purchaser, if request is made within a reasonable time prior to the date of closing of title, agrees to provide at the closing separate certified checks as requested, aggregating the amount of the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances. The existence of any such taxes or other liens and encumbrances shall not be deemed objections to title if the seller shall comply with the foregoing requirements.

21. If a search of the title discloses judgments, bankruptcies or other returns against other persons having names the same as or similar to that of the seller, the seller will on request deliver to the purchaser an affidavit showing that such judgments, bankruptcies or other returns are not against the seller.

22. In the event that the seller is unable to convey title in accordance with the terms of this contract, the sole liability of the seller will be to refund to the purchaser the amount paid on account of the purchase price and to pay the net cost of examining the title, which cost is not to exceed the charges fixed by the New York Board of Title Underwriters, and the net cost of any survey made in connection therewith incurred by the purchaser, and upon such refund and payment being made this contract shall be considered canceled.

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brought about this sale and the seller agrees to pay any commission earned thereby.

25. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this contract, which alone fully and completely expresses their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this contract, made by the other. The purchaser has inspected the buildings standing on said premises and is thoroughly acquainted with their condition and agrees to take title "as is" and in their present condition and subject to reasonable use, wear, tear, and natural deterioration between the date thereof and the closing of title.

26. This agreement may not be changed or terminated orally. The stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

27. If two or more persons constitute either the seller or the purchaser, the word "seller" or the word "purchaser" shall be construed as if it read "sellers" or "purchasers" whenever the sense of this agreement so requires.

**IN WITNESS WHEREOF** this agreement has been duly executed by the parties hereto.

In presence of:

MID-HUDSON REAL ESTATE DEVELOPMEN  
Corp. by: AHSAN QAYUM

WALTER J. REIF

DORIS B. REIF



1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK

60

April 7, 1989

Mid-Hudson Assoc.  
PO Box 4264  
New Windsor, NY 12550

Re: Variance List for Tax Map 80-1-7

Dear Sir:

According to our records, the attached list of property owners are within five hundred (500) feet of the above mentioned property.

The charge for this service is \$75.00, minus your deposit of \$25.00.

Please remit same to the Town Clerk, Town of New Windsor, NY.

Very truly yours,

*Leslie Cook*

LESLIE COOK  
Sole Assessor

LC/cp  
Attachments

Sycamore Assoc. X  
PO Box 4292  
New Windsor, NY 12550

LaTorre, Augusto & Gloria X  
537 Blooming Grove Turnpike  
New Windsor, NY 12550

Brophy, Ronald A. *Returned unclaimed*  
PO Box 444  
Vails Gate, NY 12584

Ridgecrest Baptist Church X  
PO Box 4070  
New Windsor, NY 12550

Koster, Patricia Lynn & Mary X  
42 Guernsey Drive  
New Windsor, NY 12550

Nestor, Gary J. & Tara L. X  
44 Guernsey Drive  
New Windsor, NY 12550

Malde, Nitin & Rachel E. X  
46 Guernsey Drive  
New Windsor, NY 12550

Mendillo, Michael & Wanda X  
48 Guernsey Drive  
New Windsor, NY 12550

Hughley, Freeman & Vanley X  
50 Guernsey Drive  
New Windsor, NY 12550

Sakellson, Philip T. & Barbara J. X  
200 Butterhill Drive  
New Windsor, NY 12550

Vinci, Bernadette & X  
Moore, Cindy  
217 Dairy Lane  
New Windsor, NY 12550

Busweiler, Michael T. & Maureen A. X  
219 Dairy Lane  
New Windsor, NY 12550

Smith, Robert & Peggy X  
221 Dairy Lane  
New Windsor, NY 12550

McCormack, Raymond & Laura X  
223 Dairy Lane  
New Windsor, NY 12550

Moo, Albert & Marion X  
325 Guernsey Drive  
New Windsor, NY 12550

Moodna Development  
33 Sweet Briar Road X  
Stamford, Connecticut 06905

Novotny, William B. & Lorraine A.  
23 Guernsey Drive  
New Windsor, NY 12550 X

Tarsio, Janine &  
Cappelli, Mary Ann  
216 Dairy Lane  
New Windsor, NY 12550

Olivier, Yvon &  
Olivier, Yvonne Monchais X  
214 Dairy Lane  
New Windsor, NY 12550

Smith, James B. & Susan J. X  
212 Dairy Lane  
New Windsor, NY 12550

Butler, Allen J. & Lori A. X  
215 Butterhill Drive  
New Windsor, NY 12550

Ramus, Walter C. & Joan D. X  
213 Butterhill Drive  
New Windsor, NY 12550

Weber, John T. & Susan A. X  
211 Butterhill Drive  
New Windsor, NY 12550

Mundy, Peter & Joan X  
209 Butterhill Drive  
New Windsor, NY 12550

Busija, Michael J. & Leonia X  
207 Butterhill Drive  
New Windsor, NY 12550

Gafford, James &  
Gafford, Dorothy Bruner X  
205 Butterhill Drive  
New Windsor, NY 12550

Bradley, Peter M. & Joan  
332 Butternut Drive  
New Windsor, NY 12550

Bell, Michael A. & Nancy R. X  
330 Butternut Drive  
New Windsor, NY 12550

Huggins, Thomas G. & Janet S.  
328 Butternut Drive  
New Windsor, NY 12550

Moschetti, John & Elizabeth  
326 Butternut Drive  
New Windsor, NY 12550

Lonkewycz, Boris & Christina X  
57 Guernsey Drive  
New Windsor, NY 12550

Fulin, Alex X  
59 Guernsey Drive  
New Windsor, NY 12550

Carpenter, Brian R. & Janet M. X  
96 Guernsey Drive  
New Windsor, NY 12550

Keating, James F. & Nancy E. X  
94 Guernsey Drive  
New Windsor, NY 12550

Hernandez, Louis & Miriam X  
92 Guernsey Drive  
New Windsor, NY 12550

Ellis, Stephen E. & Lori A. X  
90 Guernsey Drive  
New Windsor, NY 12550

Purtill, Joseph & Barbara X  
88 Guernsey Drive  
New Windsor, NY 12550

Knochen, James A. & Donna J. X  
86 Guernsey Drive  
New Windsor, NY 12550

Bush, Robert J. & Nora J. X  
66 Guernsey Drive  
New Windsor, NY 12550

Andoom Development Co., Inc. X  
33 Sweet Briar Rd.  
Stamford, CT 06905

Wolfe, Randolph G. & Peggy X  
62 Guernsey Drive  
New Windsor, NY 12550

Barclay, Barbara  
1901 NW 106th Avenue  
Pembroke, FL 33026

Armida, Michael J. & Mary Ann Neroda  
58 Guernsey Drive  
New Windsor, NY 12550

Hatala, Charles & Nancy E.  
56 Guernsey Drive  
New Windsor, NY 12550

Albough, Franklin H. & Theresa M.  
201 Butterhill Drive  
New Windsor, NY 12550

North American Homes, Inc.  
33 Sweet Briar Road  
Stamford, CT 06905

Stukonis, Peter C.  
& Elstob, Margaret M.  
204 Butterhill Drive  
New Windsor, NY 12550

Gutshall, Roy B. & Cynthia J.  
206 Butterhill Drive  
New Windsor, NY 12550

Stasi, Frank & Jean  
208 Butterhill Drive  
New Windsor, NY 12550

Gallo, Joseph R. & Martha H.  
210 Butterhill Drive  
New Windsor, NY 12550

Greeley, Lawrence E. & Jane C.  
212 Butterhill Drive  
New Windsor, NY 12550

Harth, Philip & Nancy  
PO Box 114  
Vails Gate, NY 12584

Amigo, Rochelle D.  
79 Guernsey Drive  
New Windsor, NY 12550

Vinci, Dominick & Iola & Jennie D.  
499 Franklin Street  
Port Chester, Ny 10573

Creegan, Michael & Valerie M.  
75 Guernsey Drive  
New Windsor, NY 12550

Melamede, Cecile & Rosalyn Altschuler  
PO Box 4215  
New Windsor, NY 12550 X

Carpenter, John  
272 Quassaick Avenue  
New Windsor, NY 12550 X

Gluskin, David & Kimberly A.  
67 Guernsey Drive  
New Windsor, NY 12550 X

Schaum, Kevan & Jane  
65 Guernsey Drive  
New Windsor, NY 12550

Raley, Jerry E. & Laura V.  
63 Guernsey Drive  
New Windsor, NY 12550 X



80-1-7

BETWEEN

MOODNA DEVELOPMENT CO., INC., a Corporation,  
having its principal place of business at No. 33 Sweet Briar Road  
Stamford, Connecticut 06905,

party of the first part, and

MID-HUDSON REAL ESTATE DEVELOPMENT CORP., having  
place of business at P.O. Box 4264, New Windsor, New York 12551

party of the second part,

WITNESSETH, that the party of the first part, in consideration of \_\_\_\_\_TEN\_\_\_\_\_

\_\_\_\_\_ (\$10.00) \_\_\_\_\_ dollars

lawful money of the United States, and other good and valuable consideration  
by the party of the second part, does hereby grant and release unto the party of the second part, the heirs  
successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situated  
lying and being in the

Town of New Windsor, Orange County, New York,  
being more particularly described as follows:

Lot #287 and 287.1 as shown on a map entitled "Final  
Subdivision Plan, Section 5, Butter Hill" last revised 10 October  
1983 and filed in the Orange County Clerk's Office on 20 July 1984  
as Map No. 6638.

TOGETHER with a right-of-way over Creamery Lane and Butter  
Hill Drive referenced on the aforescribed subdivision map until  
such lane is dedicated to the Town of New Windsor.

BEING the same premises described in that certain deed dated  
the 20th day of June, 1985 from NORTH AMERICAN HOMES, INC. TO  
MOODNA DEVELOPMENT CO., INC. which deed is intended to be recorded  
simultaneously herewith.

This deed is given in the usual course of corporate business  
of the party of the first part and does not exhaust or  
substantially deplete the assets of the corporation.

**TOGETHER** with all rights, ---

roads abutting the above described premises to the center lines thereof,

**TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to the said premises,

**TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

**AND** the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

**AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

**IN WITNESS WHEREOF**, the party of the first part has duly executed this deed the day and year first above written.

**IN PRESENCE OF:**

LOT # 287 & 287  
MOONDA TO HVA

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

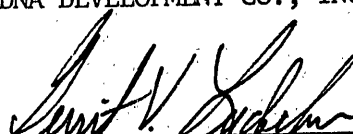
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

MOODNA DEVELOPMENT CO., INC.

  
BY: GERRIT V. LYDECKER, President



personally came

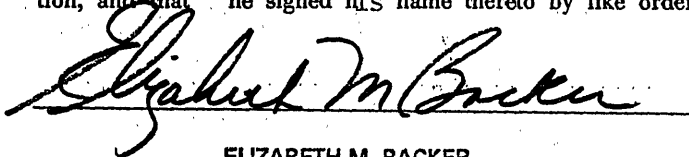
to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

**STATE OF NEW YORK, COUNTY OF ORANGE**

ss:

On the 1st day of March 19 87, before me personally came GERRIT V. LYDECKER to me known, who, being by me duly sworn, did depose and say that he resides at No. 33 Sweet Briar Road Stamford, CT 06905 ; that he is the President of MOODNA DEVELOPMENT CO., INC.

; the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.



ELIZABETH M. BACKER  
NOTARY PUBLIC, State of New York  
Qualified in Orange County  
Reg. No. 4502858  
Commission Expires March 30, 1989

**Bargain and Sale Deed**  
WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No.

MOODNA DEVELOPMENT CO., INC.

TO

MID-HUDSON REAL ESTATE  
DEVELOPMENT CORP.

On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

**STATE OF NEW YORK, COUNTY OF**

ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. \_\_\_\_\_ ;

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

SECTION  
BLOCK  
LOT  
COUNTY OR TOWN

**RETURN BY MAIL TO:**

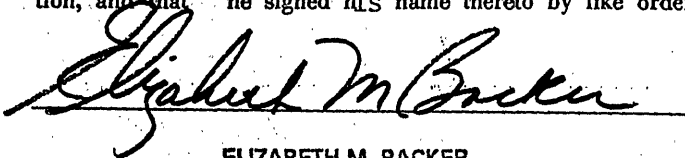
JAMES GNALL, ESQ.  
P.O. Box 4203  
New Windsor, NY 12550  
Zip No.

STATE OF NEW YORK, COUNTY OF ORANGE

SS:

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the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.



ELIZABETH M. BACKER  
NOTARY PUBLIC, State of New York  
Qualified in Orange County  
Reg. No. 4502853  
Commission Expires March 30, 1989

**Bargain and Sale Deed**

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No.

MOODNA DEVELOPMENT CO., INC.

TO

MID-HUDSON REAL ESTATE  
DEVELOPMENT CORP.

STATE OF NEW YORK, COUNTY OF

SS:

On the day of 19 , before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. ;

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

SECTION

BLOCK

LOT

COUNTY OR TOWN

RETURN BY MAIL TO:

JAMES GNALL, ESQ.

P.O. Box 4203

New Windsor, NY 12550

Zip No.

Use this space for use of Recording Office.

ATTORNEY AND COUNSELLOR  
P. O. Box 4203  
NEW WINDSOR, NEW YORK 12550  
(914) 561-6767

May 22, 1987

4/24/89 - Public Hearing - # 89-14 - Mid Hudson.

Name:  
RICHARD AMICO  
Fred Sablman  
Christina Lukewyck  
James Hafford

Address:  
79 GUERNSEY DR  
200 Buttershill Dr  
57 Guernsey Dr  
205 Buttershill Dr.

cc file

NEW WINDSOR ZONING BOARD OF APPEALS

-----X

In the Matter of the Application of

MID HUDSON ASSOCS.

DECISION GRANTING  
AREA VARIANCE

#89-14.

-----X

WHEREAS, MID HUDSON ASSOCS., a New York Partnership having an office located at 203 Butterhill Drive, P. O. Box 4264, New Windsor, N. Y. 12550, by its partner, Ahsan Qayum, has made application before the Zoning Board of Appeals for a 1.8 ft. front yard and 12.5 ft. rear yard variance for an existing one-family residential structure located at 203 Butterhill Drive, New Windsor, N. Y. in an CL-1 zone; and

WHEREAS, a public hearing was held on the 24th day of April, 1989 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, Applicant was represented by his attorney, Bruce McDonald, Esq. of Cornwall, New York; and

WHEREAS, the application was unopposed; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.
2. The evidence shows that applicant is seeking permission to vary the bulk regulations for an CL-1 zone with regard to front yard in order to obtain a Certificate of Occupancy for an existing structure.
3. The evidence presented by Applicant substantiated the fact that a variance for less than the allowable front and rear yard would be required in order for Applicant to obtain a Certificate of Occupancy for the existing residential dwelling and that denial of same would cause practical difficulty to Applicant since relief sought by Applicant is not substantial in relation to the required bulk regulations.
4. The requested variance will not result in substantial detriment to adjoining properties or change the character of the neighborhood.
5. The requested variance will produce no effect on the population density or governmental facilities.

6. That there is no other feasible method available to Applicant which can produce the necessary results other than the variance procedure.

7. The interest of justice would be served by allowing the the granting of the requested variance.

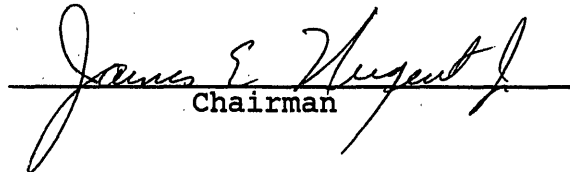
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 1.8 ft. front yard and 12.5 ft. rear yard variance sought by Applicant in accordance with plans submitted and filed with Building Inspector.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: May 8, 1989.

  
Chairman